

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

ELIZABETH A. ROBERTS, )  
 )  
Plaintiff, )  
vs. )  
 )  
VINCENT ST. JOHN and SAFECO )  
INSURANCE COMPANY OF AMERICA, )  
 )  
Defendants. )

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

Case No.: CJ-2012-1051

APR 30 2013

TIM RHODES  
COURT CLERK

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**FIRST AMENDED PETITION**

COMES NOW the Plaintiff Elizabeth A. Roberts and for her cause of action against Defendants Vincent St. John and Safeco Insurance Company, states as follows:

**JURISDICTION AND VENUE**

1. Plaintiff Elizabeth A. Roberts is a citizen of the State of Oklahoma and a resident of Oklahoma County.
2. Defendant, Vincent St. John (hereinafter "St. John"), is a resident of Oklahoma County, Oklahoma.
3. Defendant, Safeco Insurance Company of America (hereinafter "Safeco"), is an insurance company licensed to and engaged in the business of insurance in the State of Oklahoma.
4. The accident that gives rise to this lawsuit took place in Oklahoma County, Oklahoma.
5. Venue is proper under 12 O.S. § 137.

**COUNT I: NEGLIGENCE AGAINST DEFENDANT ST. JOHN**

6. On March 29, 2010, Plaintiff was a restrained front seat passenger when Defendant St. John lost control of his automobile and hit a telephone pole (hereinafter, "the Accident").

7. The Accident was entirely the fault of Defendant St. John.

8. Plaintiff impacted the automobile dashboard and suffered a broken nose, which later required surgery.

9. As a result of the Accident, Plaintiff has suffered severe mental and physical pain, psychological stress, loss of capacity and permanent bodily injury.

10. As a result of the Accident, Plaintiff has incurred over \$47,498.38 in medical bills.

11. Defendant St. John did not have sufficient liability insurance or other assets to fully compensate Plaintiff for the injuries she suffered in the Accident, making him an underinsured driver.

12. That due to the acts of Defendant St. John, the Plaintiff has sustained permanent injuries and has incurred (and will continue to incur) pain, suffering, permanent impairment and medical expenses, all to her detriment in an amount in excess of Seventy-Five Thousand Dollars, (\$75,000.00) for which the Plaintiff prays judgment;

**COUNT II: BREACH OF CONTRACT**

13. Plaintiff fully incorporates into this Paragraph each and every allegation contained in Paragraphs 1 through 12 of this Petition as if each were fully iterated verbatim herein.

14. Safeco issued a standard form automobile policy to Plaintiff wherein Safeco agreed to pay an insured person all sums which the insured person is legally entitled to recover

as damages from the owner or operator of an uninsured or underinsured motor vehicle because of bodily injury sustained by the insured person.

15. Plaintiff is an insured person legally entitled to recover damages from the operator of an underinsured motor vehicle because of the bodily injury she sustained in the Accident.

16. All conditions precedent to Safeco's liability under the insurance policy have been performed including the payment of all premiums necessary to keep the policy in effect and the presentation of claims by insured persons for bodily injury damages under the uninsured or underinsured coverage.

17. Safeco materially breached the terms of the insurance contract with Plaintiff refusing to pay Plaintiff all benefits she is owed under the contract.

18. As a result of Safeco's material breach of its policy contract, Plaintiff has suffered damages.

**COUNT III: BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

19. Plaintiff fully incorporates into this Paragraph each and every allegation contained in Paragraphs 1 through 18 of this Petition as if each were fully iterated verbatim herein.

20. Safeco has a duty to deal fairly and in good faith with Plaintiff.

21. Safeco has delayed, without proper cause, paying Plaintiff all benefits she is owed under the insurance contract.

22. Safeco has refused, without proper cause, to pay to Plaintiff all benefits she is owed under the insurance contract.

23. Safeco knowingly and intentionally failed to engage in proper claims handling practices and failed to compensate its insured in an amount promised for losses covered under its automobile insurance policies.

24. Safeco engaged in these improper claims practices knowing that its insured would suffer financial harm.

25. Safeco deprived Plaintiff of the very protection which she was promised, which she trusted Safeco to provide and for which there was paid substantial premiums.

26. Safeco put its interest in maximizing financial gains, and limiting disbursements above the interests of its insured, Plaintiff.

27. As a consequence of Safeco's breach of the duty of good faith and fair dealing, Plaintiff has sustained damages, including deprivation of monies rightfully belonging to her, anger, stress, worry, physical and emotional suffering, attorney fees and litigation costs.

28. The conduct of Safeco was intentional, willful, malicious, and/or in reckless disregard of the rights of others.

29. The actions of Safeco during the handling of Plaintiff's claim demonstrate it intentionally, and with malice, breached its duty to deal fairly and in good faith. The actions of Defendant were intentional, malicious and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. Plaintiff therefore seeks punitive damages in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants St. John and Safeco in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00), together with costs, interest, reasonable attorney fees, and other relief which this Court deems just and equitable.

Respectfully submitted,



Simone Gosnell Fulmer, OBA #17037

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**ATTORNEY LIEN CLAIMED!  
JURY TRIAL DEMANDED!**